Important Notice! All agreements (whether private or business) are subject to the terms of the transaction permit set forth below.

Vgr Capital LLC
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All of us together, and each one individually, hereby declare and undertake. We hereby confirm that this transaction permit is valid.

(a) All financial and business matters in which I, or my agents, will engage, in any of its branches and subsidiaries in Israel or abroad, whether with private individuals or with companies or public bodies and/or their agents, whether concerning sums I shall give to others or that will be owed to me, or sums I shall receive from others or owe them, in all forms of credit, loans, and deposits including obligations, guarantees, pledges, mortgages, savings, issuance of shares and their trade, including ownership and brokerage transactions, trusts and agency carried out by me, payments of taxes and municipal charges, sales and purchases on credit and deferred payment and prepayments, receipt of services of any kind whatsoever, and all other forms of payment, as well as the receipt of work or similar, as well as the receipt of items or anything of monetary value, whether as a loan, a sale, or otherwise—in all the above, where there is concern for interest (ribit) of any form of prohibition, even if stated in any document or receipt or others with wording of “loan” or “interest,” or payment for an item and/or product, or other debt balances and the like—all these shall be in the hands of the recipient as an trasction, as detailed below. Even if at the beginning the Heter Iska did not take effect, the terms of the Heter Iska shall apply immediately as soon as possible, and the wording of the document does not negate the validity of this deed confirming that the debt is subject to the laws of this transaction. **(b)** All of the above shall be in the hands of the recipient and/or debtor (hereinafter “the Recipient”) as an Iska according to the enactments of the Sages: from the profits, the Recipient shall receive half, and in losses, the Recipient shall bear 45% and the Giver 55%. Regarding the Giver’s share, the Recipient shall bear liability for theft or loss as a paid guardian. In any case, his fee shall not be less than a perutah.**(c)** It is further agreed that if, at the beginning of the Iska, it seems, even as a doubt, that the terms of this transaction permit are insufficient to avoid the prohibition of interest, then the terms of this business shall be entirely as a deposit in the hands of the Recipient, with liability for theft or loss as a paid guardian, and the profit after deduction of expenses shall be 75% to the Giver and 25% to the Recipient. In any case, his fee shall not be less than a perutah.**(d)** The Recipient shall engage with the Iska funds in all his permitted assets and businesses, the best and most select for the benefit of the Iska, whether movable or immovable property, whether future or existing assets. In exchange for the money or debt, the Giver acquires a share in the Recipient’s best existing assets and businesses, according to the valuation of experts whose identity shall be determined by the Giver. The above applies even if it was agreed that the investment was only for a designated and specified purpose—nevertheless, we agree that the Recipient shall invest in all his businesses as stated. It is further stipulated that when the Recipient repays the principal, he shall repurchase from the Giver those assets and/or businesses by a valid acquisition at their value at the time of repayment.**(e)** It is also agreed that if the concern of interest is of rabbinic nature, such as by way of purchase, lease, or another method, then the Iska shall be only as payment for the purchase.**(f)** The Recipient must prove that he conducted himself faithfully with the Iska funds, and he is not believed regarding loss of the principal except through valid and trustworthy witnesses according to Jewish law. Nor is he believed to say he has no additional assets, nor regarding profit or lack thereof, except by a solemn oath according to Jewish law in a rabbinical court agreed upon with the Giver, accompanied by a detailed explanation and presentation of documents and accounting books in his possession, or by valid and trustworthy testimony according to Jewish law. Records and approved reports will not exempt him from the required oath. In businesses where the Recipient does not personally engage, the oath of the worker shall be valid as the oath of the Recipient himself.**(g)** It is further agreed that if the Recipient pays the Giver his share of the profits as agreed between them, in total not exceeding what is stipulated in the contract including indexation, benefits, and grants, or (by prepayment) through supply of ordered products, or (in a sale on credit or deferred payment) at the agreed price of the product, after deducting his fee—then he shall be exempt from the obligation of proof, and the surplus profit shall be his alone.**(h)** It is further stipulated that all benefits, gifts, verbal interest, etc., exchanged between the parties shall be only for profit from the deposit portion. It is further stipulated that any payment or benefit given prior to the transaction shall be considered only as payment on account, and if it is found that under the terms of the Iska the Recipient is not obligated for such payment, it shall be deducted from the principal.**(i)** It is further stipulated that if repayment is delayed beyond the time set between the parties, the Iska shall continue under these terms until full repayment.**(j)** Any acceptance of guarantees with concern of interest is subject to the conditions of this deed.**(k)** Where installment payments are agreed upon, provided they do not contradict the agreement, each installment concludes the Iska, and if the Recipient continues to hold the money, a new Iska begins under the terms of this deed.**(l)** Where more than one person signs, every singular expression in this deed is interpreted as plural, binding each individually and all collectively. Any agreements among the signatories below involving concern of interest are subject to the terms of this deed.**(m)** All of the above is a binding and conclusive decision, and it is expressly stipulated that even if for any reason the Recipient or the Giver is unaware of this Heter Iska, or does not know what a Heter Iska is, the terms of the Iska shall apply, and all rights and obligations of the Recipient and Giver under this Iska shall be binding according to this Heter Iska. It is further agreed that even if the Iska is sold to a third party, the contractual rights shall follow this deed. If the Giver wishes to sell the Iska to a third party to whom the laws of interest do not apply (hereinafter “the Investor”), then from that moment the Recipient appoints the Giver to act as broker in this loan. The loan funds shall serve as repayment of the Iska, and any surplus the Giver receives from the Investor shall be brokerage fees. If the Investor cancels the Iska or resells it to the Giver for any reason, then all obligations between the Giver and Recipient revert to their original state under this **transaction permit**. The Giver is entitled to all fees paid for his brokerage efforts, and the Recipient shall bear all payments regarding the return of the Iska to the Giver, unless caused by the Giver’s negligence. Since, according to this decision, we and our business do not engage in any financial matters involving concern of prohibition, all dealings with us and our business be conducted according to our regulations. As in the updated text of **transaction permit “Brit Pinchas.”** It is further agreed that if part of this deed is void, the remainder remains valid. The effective methods to avoid interest shall apply, and if insufficient, that part is nullified as made in error. The updated **transaction permit “Brit Pinchas”** constitutes an inseparable part of the binding contractual relationship of the company and its clients, is binding in all legal proceedings, and interpreters overrides any terms in the contract, even if signed prior to the contract. To give full validity and strength to the above, we record this in writing and publicly declare this regulation and decision. We hereby approve a personal contractual engagement according to the above Heter Iska with anyone so desiring, via registration in websites approved by the Beit Hora’ah for matters of interest, and/or any other website or method approved by them for such arrangements. All the above is done with complete acknowledgment from now, and in a significant Beit Din, not as an asmakhta or a mere formality, with a kinyan sudar, bond, waiver of claim, or any valid form of acquisition according to our holy Torah and the enactments of our Sages, and all is valid and binding.